



2015 Nevada Smarter Greener Better® Commercial Rebates Program Energy Audit Authorized Contractor Application

Company Information

Company Name Business Name (dba)

Address City State ZIP Code

Phone Number Fax Number Email Address

Website Number of employees How long in business?

Contact Information

Name Phone Number Email Address

Mailing Address City State ZIP Code

Owner Information

Name Home Phone Number Mobile Phone Number

Home Address City State ZIP Code

Company Services Available:

- ASHRAE Level I ASHRAE Level II ASHRAE Level III Design Services *

* If your company provides design services, proof of professional liability insurance is required to become an Authorized Contractor.

Municipalities served by Southwest Gas: (Check only those municipalities for which you have an active business license. The published Authorized Energy Auditor list will reflect only those areas where each auditor is licensed.)

Southern Nevada

- Clark County City of Las Vegas City of Henderson City of Boulder City
 City of North Las Vegas City of Laughlin Other _____

Northern Nevada

- City of Winnemucca City of Sparks Washoe County City of Carson City
 Other _____

Please provide copies of all licenses and proof of training.

Qualifications

Audits must be performed by a Registered Professional Engineer (PE), Certified Energy Manager (CEM), or Certified Energy Auditor (CEA).

Is anyone in your company a registered Professional Engineer in Nevada? Yes No

If Yes, please identify and provide the license number: _____

Is anyone in your company a CEM or CEA through the Association of Energy Engineers? Yes No

If Yes, please identify and provide the identification number: _____

Does anyone in your company have any other energy audit certifications? Yes No

If Yes, please identify and provide license or identification number: _____

Has any disciplinary action been taken against your company by the State Contractor's Board, State Engineering Board, or any other agency? Yes No

If yes, please explain: _____

Experience

How long has your company provided energy auditing services? _____

Has your company performed any ASHRAE Level II and III energy audits for commercial or industrial end use? Yes No

If Yes, please identify the project and provide a summary (on another attachment if necessary): _____

How many ASHRAE Level II and III audits has your company performed in the past year? _____

Have any of your recent ASHRAE Level II and III auditing clients implemented your recommended measures? Yes No

If Yes, briefly explain the type of measures implemented: _____

Sample Audit Reports

Please provide at least two samples of your ASHRAE Level II and III energy audit report. Audit samples will not be distributed outside Southwest Gas, nor will they be reviewed for any other purpose than to validate ASHRAE Level II or III requirements have been met. Samples may be redacted if necessary to maintain confidentiality.

Audit Sample 1 Contact Information:

Contact Name

Phone Number

Company Name

Audit Date

Audit Sample 2 Contact Information:

Contact Name

Phone Number

Company Name

Audit Date

Energy Audit Contractor Terms and Conditions

An Energy Audit Contractor (Contractor) may participate in Southwest Gas Corporation's (Company) Energy Audit Commercial Rebates Referral Program (referred to herein as "Program") according to these Terms and Conditions. These Terms and Conditions shall commence on January 01, 2015 (**Effective Date**) and shall end at the request of either Company or Contractor. Therefore, as a condition of Contractor's participation in the Program, Contractor hereby agrees to the following Terms and Conditions:

- 1. Program.** This Program is only a referral program for Company customers that have requested a referral to companies that conduct energy audits. By participation in this Program, Contractor is not being engaged by Company in any manner and is not owed any compensation from Company. Contractor hereby acknowledges that Company makes no representations with respect to the number of referrals Contractor may receive and there is no obligation for Company to refer Contractor to any Company customer.
- 2. Cancellation of Prior Agreements:** These Terms and Conditions supersede and cancel as of the **Effective Date** hereof all previous agreements, terms and conditions and contracts, whether written or oral, entered into by the parties relating to the Program.

Commencement and/or Termination of Terms and Conditions: These Terms and Conditions shall govern Contractor's eligibility and participation in the Program. The Contractor acknowledges and agrees that Company may remove the Contractor's name from the list of contractors or suspend or discontinue the Program at any time, for any reason and without any compensation. The Contractor also acknowledges and agrees that Company may terminate Contractor's participation in the Program at any time, for any reason and without any compensation. Contractor further acknowledges a duty to notify Company of any material changes in the information provided with respect to its participation in the Program within a reasonable time period. Contractor participation in the Program shall continue until either the Company or the Contractor terminates Contractor's participation in the Program.

- 3. Governing Laws:** These Terms and Conditions and all rights, duties and obligations hereunder, shall be governed in all respects by the laws of the state where the services are performed.

4. **Minimum Duration of Business:** Contractor attests to having been in business under its current name, in its current city, and has retained applicable licenses for a minimum of one year.
5. **Contractor as Principal:** Contractor shall retain sole responsibility for any and all services performed pursuant to these Terms and Conditions.
6. **Intent of Program:**
 - a. A Contractor that participates in the Program acknowledges that the intent of the Program is to perform ASHRAE Level II energy audits through the use of a qualified and licensed Contractor;
 - b. The solicitation by Contractor of the sale and installation of any competitive energy-source equipment to Company-referred customers pursuant to these Terms and Conditions is strictly prohibited; and
 - c. Contractor shall actively promote high-efficiency natural gas products and other Southwest Gas programs.
7. **Company Referrals:** Contractor hereby acknowledges that Company makes no representations with respect to the number of referrals Contractor may receive. Regarding Company-provided Contractor referrals, Contractor agrees to:
 - a. Respond to all customer referral inquiries within twenty-four (24) hours of the initial call;
 - b. Provide free estimates for energy auditing services that require a visit to the customer's premises;
 - c. Initiate customer-incurred work schedule on time and refuse the job if this time frame cannot be met;
 - d. Comply with all applicable federal, state and local laws, codes and ordinances in performing its obligations under these Terms and Conditions;
 - e. Perform additional work as necessary upon agreement with the customer; and
 - f. Be solely responsible for resolution of any and all disputes between Contractor and customer.
8. **Licenses:** Contractor warrants that it holds all necessary licenses or proper certifications from all appropriate municipalities and governmental agencies in the state in which services will be performed, and that such licenses are now and shall remain current and in good standing during the term of these Terms and Conditions. Contractor shall provide Company with a copy of each and every license required.
9. **Insurance Requirements:**
 - a. Contractor will provide Company with a Certificate of Insurance evidencing coverage in the specified amounts prior to the commencement of any services under these Terms and Conditions.
 - b. Contractor shall provide and maintain, in full force and effect during its participation in the Program, the insurance described below with the minimum amounts specified.
 - c. Contractor will list Southwest Gas Corporation, Energy Efficiency LVB-105, P.O. Box 98510 Las Vegas, NV 89193-8510, as the certificate holder on Contractor's Certificate of Insurance. The information on the Certification of Insurance shall include the policy number(s), effective date(s) and expiration date(s) for each requisite of insurance coverage.

- d. Each certificate should contain a provision that coverage afforded under each and all of the policies will not be canceled nor materially changed until at least 30 days prior written notice has been given Company.
 - e. Company reserves the right to review the original or certified copy thereof, of each and every policy of insurance, which provides coverage as required herein. Company further reserves the right to accept or reject the applicable insurance coverage for any reason.
 - f. Contractor will provide Company with a new Certificate of Insurance upon renewal date of policy. Upon expiration of the Certificate of Insurance, Company will no longer provide referrals to the Contractor until an updated certificate is received.
10. **Workers' Compensation:** Contractor must be in accordance with the statutory workers' compensation requirements of the state(s) where the work is to be performed.
11. **Comprehensive Automobile Liability Insurance:** Contractor must include non-owned and hired auto coverage on a combined single-limit (CSL) or split limit (residential only) basis for bodily injury and property damage. The minimum amount of auto coverage required to participate in the Program is as follows:
- a. **For a Contractor to participate in the Program:** CSL: \$1,000,000
12. **General Liability Insurance:** Contractor must provide general liability insurance coverage, which includes coverage for any act, error or omission of Contractor and which insures all risks relating or pertaining to Contractor's work and work product included in the products-completed operations hazard. Such policy must include coverage for both bodily injury and property damage, including accidental death, to any person for both accidents and injuries. The policy shall also include coverage for personal and advertising injury. The minimum amount of general liability coverage required to participate in the Program is as follows:
- a. **For a Contractor to participate in the Program:**
 - 1. EACH OCCURRENCE \$1,000,000
 - 2. PERSONAL & ADVERTISING INJURY \$1,000,000
 - 3. GENERAL AGGREGATE \$2,000,000
 - 4. PRODUCTS-COMPLETED/OPERATIONS AGGREGATE \$2,000,000
 - b. A Contractor's general liability insurance policy should include explosion (X), collapse (C), and underground (U) coverage. If coverage has been waived, Contractor must notify Company. Exclusions other than pollution and nuclear must be approved on a per item basis.
13. **Professional Liability Insurance:** If Contractor participates in the Program and provides design services, Contractor must provide and maintain comprehensive professional liability insurance coverage. The insurance policy shall provide for the payment of all sums that Contractor is obligated to pay due to the liability imposed upon Contractor, arising out of the performance of its professional services, and caused by any act, error, or omission of Contractor or any other person for whose acts the insured is legally liable. Required coverage shall be in an amount not less than \$1,000,000.
14. **Indemnity:** Contractor shall properly protect the property of the customer and others at the work site or adjacent to the work site. Contractor shall take all necessary precautions for the safety of all employees at the work site and shall comply with all applicable provisions of federal, state and local safety laws and regulations to prevent accidents or injuries to persons or damage to property on or about or adjacent to the premises or location where the work is being performed.

- a. Contractor agrees to indemnify, defend and hold Company, its directors, officers, employees and agents harmless against all claims, liabilities, civil penalties, actions, administrative proceedings, citations, damages, settlements, losses, costs, expenses, demands, and attorney fees, arising out of or attributable to, including, but not limited to, monetary or economic injury or loss; expense; delay; bodily injuries; personal injuries; sickness; disease; death of persons; damage to or loss of use of property; or any other damage, occurring at anytime during or after the term of this Contractor's participation in this Program, relating to Contractor's participation in this Program or the sales, service or installation performed by Contractor, its subcontractors, suppliers, agents, employees, or anyone directly or indirectly employed by any of them under this Program, whether occasioned by strict liability or any active or passive negligent act, omission or willful misconduct by Contractor, its subcontractors, suppliers, agents, employees, or anyone directly or indirectly employed by any of them, regardless of whether in connection with such act or omission, it is alleged or claimed that the negligence of Company or its representatives caused or contributed thereto or to Contractor's fraudulent use or misrepresentation of the Program.
15. **Independent Contractor:** Contractor's participation in the Program shall be as an independent Contractor and not as an employee, subcontractor or agent of Company. Any provisions in these Terms and Conditions that may appear to provide Company with the right to supervise or monitor Contractor's activities under these Terms and Conditions are merely offered for direction purposes only. Contractor is not entitled to any damages, insurance, workers compensation benefits, monetary reimbursement or monetary payment whatsoever from Company for any services associated with or relating to this Program.
16. **Conditions of Program Participation:** Contractor's strict compliance with these Terms and Conditions shall be a condition of Contractor's continued participation in the Program. The failure to comply with these Terms and Conditions by Contractor shall be cause for Company to immediately remove Contractor as a participant in the Program.
17. **Southwest Gas Referral Program Logo Use:** The Company's trademark logo may be used by Contractors that participate in the Company's Program. Company reserves all rights with respect to use of the Company's trademark logo and permission to use the Company's trademark logo may be withdrawn by Company at any time and for any reason. Use of the Company's trademark logo is subject to the following terms:
- a. Contractor may state that they are in the Program. Contractor may not express any implied or explicit endorsement by Southwest Gas, i.e. "Approved by Southwest Gas."
 - b. All advertising copy must be approved by Company prior to placement. Only camera-ready advertising or copy will be reviewed. No changes are allowed to the advertising after Company approval.
 - c. All advertising by a licensed contractor must include the contractor's license number. (Arizona Article 321124) (California Rule 861) (Nevada Revised Statue 624.720 (3)).
 - d. Advertising must be accurate and not misleading. Company cannot participate in any advertising making a claim which, it believes, cannot be substantiated, or one which may be in violation of ethical or legal requirements, such as the Truth in Lending Act.
 - e. All print, radio and television advertising featuring equipment are required to be approved, certified and listed according to standards set forth by United States accredited testing laboratories.

- f. If Contractor's advertising includes financing, Contractor must include the words: "On Approved Credit," or "O.A.C., some restrictions apply."
- g. Company may require some advertising to include the following words, "All claims, energy savings, warranties, implied or expressed etc. in this advertising are those of the advertiser and not Southwest Gas."

18. **Waiver:** The failure of Company to enforce any of these Terms and Conditions or to exercise any right or privilege therein, shall not be construed as a subsequent waiver of any such terms, conditions, rights or privileges.

19. **Entire Agreement:** These Terms and Conditions, along with any and all documents referenced to herein, shall constitute the sole and entire understanding of the Contractor as to the subject matter. Any prior understandings, commitments or representations, written or oral, expressed or implied, between the parties shall not be construed to alter or waive any part of these Terms and Conditions unless contained herein.

20. **Conflicts and Interpretations:** If, in the opinion of Contractor, a conflict exists between any provision of these Terms and Conditions and any of its related documents, Contractor shall bring such conflict to the attention of Company and Company will then advise Contractor as to which provision shall prevail. Company shall determine the meaning and intent of any provision or specification where such provision or specification may be determined to be ambiguous, obscure or in dispute. Company shall have the right to correct any errors or omissions therein when corrections are necessary for the proper completion of the intentions of Company. Company's decisions shall be final and conclusive.

21. **Privacy:** Contractor's owner, president or vice president signature on this contract authorizes Company to post Contractor's name, address, phone, fax, e-mail and Web site on the Southwest Gas Web site www.swgas.com and www.swgasliving.com and other public materials. If Contractor does not wish to be listed on the Southwest Gas website as an authorized energy auditor as part of the Southwest Gas *Smarter Greener Better* Commercial Rebates program, please initial here ____.

22. **Acceptance of Terms and Conditions:** Contractor hereby certifies that they have read and understand all of the terms and conditions and agree to be bound by them as listed above.

23. **Certification.** Contractor hereby certifies that all information contained herein and provided by Contractor is true and correct, and Contractor acknowledges that Southwest Gas may verify any or all of the information provided herein. Contractor further agrees to notify Southwest Gas of any material changes to the information provided herein within a reasonable time period

24. **Completion** and submission of the application does not guarantee approval of the application or eligibility to serve as an authorized energy audit contractor under the Program.

Print Name and Title: _____
Owner / President / Vice President

Signature: _____
Owner / President / Vice President

Contractor Name: _____

Date: _____

Application Checklist

- Submit all required documentation necessary to participate in the Program.
- If Contractor offers design services as part of its energy audits, Contractor is required to comply with the professional liability insurance requirements set forth herein.
- Please fax, email, or mail this application and all supporting materials to:

Southwest Gas Corporation (LVB-105)
Energy Efficiency
P.O. Box 98510
Las Vegas, NV 89193-8510
Fax: (702) 873-3820
Email: EnergyAudit@swgas.com